

MEMORANDUM

COMMUNITY SERVICES DEPARTMENT

TO: Bob Rawls, Interim Town Administrator

FROM: Bette Stark, Recreation Supervisor

THROUGH: Sharon Kent, Community Services Director

DATE: April 7, 1998

SUBJECT: Renewal for Eligibility For Offering Before and/or After School
Child Care Services (Elementary, Middle, High Schools and Centers)
for 1999-2000 and/or Summer Programs During Calendar Year 2000.

The School Board of Broward County has sent a revised copy of the agreement for use of Broward County School facilities for non-school purposes. We are requesting approval of the revised copy and acceptance of addendum number 6 to Agreement. The renewal information for the Town of Davie to be eligible for offering before and/or after school child care services (elementary, middle, high schools and centers) for 1999-2000 and/or summer programs during calendar year 2000 is due back to the Purchasing Agent for the School Board.

This renewal to the agreement is made by and between The School Board of Broward County, Florida, which is a governing body of the School District of Broward County, Florida and the Town of Davie, a non-profit provider of before and after school child care and/or summer recreation programs.

The Town staff recommends approval to extending this agreement through September 30, 2000. This agreement is being reviewed by Barry Webber, Town Attorney. Staff recommends placing this item on the April 21, 1999 Council Agenda.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE REVISED COPY OF THE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND ACCEPTING AN ADDENDUM TO THE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, WHICH IS A GOVERNING BODY OF THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA, AND THE TOWN OF DAVIE, A NON-PROFIT PROVIDER FOR BEFORE AND AFTER SCHOOL CHILD CARE AND/OR ON-SITE SUMMER RECREATION PROGRAMS.

WHEREAS, the Town of Davie previously approved an agreement with the School of Broward County by R-98-122; and

WHEREAS, the School Board of Broward County revised the agreement for use of Broward County school facilities for non-school purposes; and

WHEREAS, the School Board of Broward County issued a Request for Proposal identified as RFP 20-034N, for the purpose of qualifying a pool of providers eligible for offering on-site before and after school child care and/or on-site summer recreation programs by not-for-profit organizations; and

WHEREAS, the Town of Davie now desires to market its services for on-site before and after school child care and/or on-site summer recreation programs to the schools pursuant to the specific description set out in RFP 20-034N; and

WHEREAS, the School Board of Broward County desires to have the Town of Davie market its services for on-site before and after child care and/or on-site summer recreation programs to the schools pursuant to the specific description set out in RFP 20-034N; and

WHEREAS, it is in the best interest of the Town to accept this addendum.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town Council of the Town of Davie does hereby authorize acceptance of the revised copy as Exhibit "A" and the addendum to the agreement between the Broward County School Board and the Town of Davie; said agreement is attached as Exhibit "B."

SECTION 2. The Town Council of the Town of Davie authorizes the Mayor to execute this agreement on behalf of the Town.

SECTION 3. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

EXHIBIT "A"

1341

REVISED COPY

1341

USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON-SCHOOL PURPOSES

THE RENTAL OR USE OF PUBLIC SCHOOL FACILITIES SHALL BE ENCOURAGED WHEN NOT IN CONFLICT WITH THE REGULAR OR EXTRACURRICULAR SCHOOL PROGRAM.

NEITHER GAMBLING NOR THE USE OF ALCOHOLIC BEVERAGES OR ANY ILLEGAL SUBSTANCE SHALL BE ALLOWED IN THE SCHOOL BUILDING OR ON THE SCHOOL GROUNDS.

THE RENTAL USE OR ENJOYMENT OF SCHOOL FACILITIES OR SERVICES BY ANY GROUP OR ORGANIZATION WHICH DISCRIMINATES ON THE BASIS OF AGE, RACE, COLOR, DISABILITY, GENDER, MARITAL STATUS, NATIONAL ORIGIN, RELIGION OR SEXUAL ORIENTATION WILL NOT BE PERMITTED.

AUTHORITY: F.S. 230.22 (1) (2)

Policy Adopted: 4/29/70

Policy Readopted: 9/5/74

Policy Amended: 1/6/77; 12/18/80; 7/1/82; 6/16/88; 1/20/98

Amended Policy Approved: 11/17/98

RULES

Public school facilities may be used for non-school purposes in accordance with the following provisions:

1. The School Board of Broward County supports the active utilization of school facilities.

Schools may be utilized by the community for business and/or discussion meetings ONLY. Insurance and rental fees shall be waived during the normal hours of school operation on a space available basis in accordance with the following provision:

- a. An application for use of public school facilities shall be completed by each user and submitted to the principal or designee for review. Final approval of the application shall be granted or denied by the area superintendent or designee.
2. The principal, upon receiving a request, shall determine if the requested use conflicts or interferes with the regular or extracurricular school program.
3. An employee of the School Board, approved by the principal, must open and close the building(s) and remain on duty throughout the meeting or program. If staff is unavailable, facility use will be denied.
4. Regular business meetings of school-allied groups which do not charge students and/or adults, such as the PTA, PTSA, PTO, School Advisory Forum (SAF) ~~Committee~~ or regular school-allied Booster Clubs, such as band, choral, and athletic clubs, do not require rental fees or certificates of insurance, nor is an Application for Use of School Facilities required.
- a. For purposes of this section, any organization using school facilities or equipment including outdoor facilities, which charges students and/or adults for any type of activity during said usage must pay rental fees and obtain a certificate of insurance except fundraisers as referenced in rule 4, b below. (see #7 below)

~~It is not the intent of this policy to prevent school-based organizations from holding fundraising events on school properties.~~

USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON-SCHOOL PURPOSES

1. The principal shall have the authority to recommend to the area superintendent the waiver of rule 4, a above as it applies to rental fees and/or certificates of insurance for school-allied groups as defined in #4 above or other governmental agencies which have partnership agreements with the Board that authorize the use of Board facilities without applicable charges and for not-for-profit organizations which have Board-approved agreements to provide before and after school child care and on-site summer recreation programs. For Winter, Spring and Summer camps such as band, cheerleading, etc., that are conducted by school-allied groups, and for which fees are charged, the area superintendent may waive certificates of insurance but not rental fees. If the affected school principal determines that a student cannot afford to attend the camp, then he/she will work with the group sponsoring the camp to determine how to raise the necessary funds so that the student (s) may attend. However, said camps must contract with a school district employee to be present during camp activities. The affected area superintendent may grant such written requests.
2. *If a booster/support club charges an annual membership fee and a principal determines that a student cannot participate in school related annual club sponsored activities because of his/her parent's financial situation, said principal will work with the club sponsors to determine how to raise the funds.*
3. The basic fee schedule and operational costs for all facilities is developed annually by the Superintendent, based on energy costs, labor costs and space requirements. Such service shall be available at the rates established in the Broward County Salary Schedule, plus other expenses including fringe benefits. The above charges do not include the services of security or law enforcement officers. The need for and cost of these services shall be determined by the principal.
- b. Notwithstanding rule 4, a above, school-allied groups may charge for fundraisers such as dinners, dances, car washes, etc. and not have to pay rental fees and obtain a certificate of insurance as long as all of the funds raised are spent to support school activities. For the purposes of this section, fundraisers do not include camps as referenced in rule 4, a, 1 above. If said organizations elect to charge students/parents for fundraising purposes, the head of the organization must provide the affected principal with a projection of revenues prior to the event and a statement of actual revenues after the event. At the end of each school year, said organization must provide the principal with a written statement indicating how all of the funds were spent to support school activities.
5. All ~~other~~ non-school-allied groups must show a letter certifying their eligibility to rent, use or enjoy a school facility or service unless they have a partnership agreement with the Board as described in rule 4, a, 1 above, #7 below. The mechanism for certifying agencies shall be part of the functions of the Equal Educational Opportunities Department.
6. The principal shall require the use of regular food service workers when fixed kitchen equipment is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved, according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the preparation serving and clean-up.

USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON-SCHOOL PURPOSES

- ~~7. The principal shall have the authority to recommend to the area superintendent the waiver of rental fees and/or certificates of insurance for school allied groups as defined in #4 above or other governmental agencies which have partnership agreements with the Board that authorize the use of Board facilities without applicable charges and for not for profit organizations which have Board approved agreements to provide before and after school child care and on site summer recreation programs. For Winter, Spring and Summer camps such as band, cheerleading, etc., that are conducted by school allied groups, and for which fees are charged, the area superintendent may waive certificates of insurance but not rental fees. If the affected school principal determines that a student cannot afford to attend the camp, then he/she will work with the group sponsoring the camp to determine how to raise the necessary funds so that the student (s) may attend. However, said camps must contract with a school district employee to be present during camp activities. The affected area superintendent may grant such written requests.~~

~~*If a booster/support club charges an annual membership fee and a principal determines that a student cannot participate in school related annual club sponsored activities because of his/her parent's financial situation, said principal will work with the club sponsors to determine how to raise the funds.*~~

~~The basic fee schedule and operational costs for all facilities is developed annually by the Superintendent, based on energy costs, labor costs and space requirements. Such services shall be available at the rates established in the Broward County Salary Schedule, plus other expenses including fringe benefits. The above charges do not include the services of security or law enforcement officers. The need for and cost of these services shall be determined by the principal.~~

8. All checks for rental of school facilities, as well as for payment of services shall be made payable to the school and shall be deposited in the school's Internal Accounts Trust Fund. These funds, after necessary deductions, shall be remitted to the School Board on a monthly basis and will be added to the designated school's operating budget for the portion of reimbursement for payroll and to the district utilities budget for the energy expense portion. Organizations must prepay all rental charges before being given access to school facilities.
9. An Application for Use of Public School Facilities shall be completed by each user and submitted to principal for review. Final approval of the application shall be granted or denied by the area superintendent. Any individual or group that intends to charge students and/or adults for any type of service/activity during the usage of school facilities/equipment must provide the District with the following information before a lease may be approved:
 - a. a complete copy of the individual's/organization's proposed budget for the programs and services that will be provided. Said budget must include all charges and revenue sources, all planned expenditures including any and all fees to be paid to individual employees and/or consultants including School Board employees.
 - b. Upon completion of said program, the individual/organization must submit a final, revised budget showing actual revenue, fees, expenditures, etc.
 - c. A letter addressed to the Superintendent stating that the individual/organization will report to the Internal Revenue Service (IRS) all salaries and applicable taxes and all fees exceeding \$600 paid to School Board employees, a copy of which will be provided to the IRS by the District.
10. Governmental agencies' leases are available for state, county and municipal governments who are self-insured for general liability exposures. These forms are available from the Property Management Department. Governmental agencies with Board partnership agreements shall be covered under rule #7 above.

USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON-SCHOOL PURPOSES

11. A deposit of \$50 may be required at the principal's discretion (except those omitted in Rule #4 and carnivals as defined in Rule #14). This deposit is completely refundable after the user of the property has vacated the premises, provided it is deemed there is no need for the clean up or repair of the facilities.

12. INSURANCE

The user of School Board facilities shall be financially responsible for all liability and property damage. The school allied users delineated in paragraph #4 are exempt from this requirement unless they charge fees as specified in rule #4 above.

The user must furnish the Risk Management and Safety Department of the School Board at least seven (7) work days prior to the use of the school facilities a Certificate of Insurance with the following provisions:

- (1) A ten-day notice of cancellation provision
- (2) A statement certifying that there is in force a general liability insurance policy naming the School Board as an additional insured, and
- (3) Written by a company licensed to write this line of coverage in the state of Florida (or an approved Nonadmitted Carrier). The limits shall be not less than:

Bodily Injury - \$100,000 each person
300,000 each occurrence

Property Damage 25,000 each occurrence
25,000 aggregate

13. "Fun Fairs," picnics, suppers, carnivals, etc., which do NOT have mechanical or animal rides, sponsored by the school for groups as defined in Rule #4, are exempt from the requirements in #14; however:

- (a) The principal or his/her designee is in attendance in a supervisory capacity.
- (b) All food utilized must be prepared, made or sold by the groups defined in Rule #4, students or School Board employees.
- (c) All such activities hosted by groups other than those exempt in Rule #4 must comply with all of the applicable provisions of this policy.

14. Insurance For Circus and Carnivals

- a. The user of School Board grounds shall be financially responsible for all liability and property damage.
- b. The following rules and conditions for use of school grounds for carnivals which DO have mechanical or animal rides:

USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON-SCHOOL PURPOSES

- (1) Prior approval of the School Board of Broward County shall be required. The Department of Pupil Accounting and Property Management shall coordinate the agreement and Board submission upon request.]
 - (2) A deposit of \$500 is required from all carnivals and circuses.
 - (3) Utilizing mechanical equipment, or animal rides, the liability insurance limits must be no less than:
 - Bodily Injury -\$1,000,000 each person
1,000,000 each occurrence
 - Property Damage 100,000 each occurrence
100,000 aggregate
 - c. Carnival or circus vendor shall be financially responsible for all liability injuries to all participants. The user must furnish a Certificate of Insurance at least seven (7) work days prior to Board approval.
 - (1) A ten-day notice of cancellation provision
 - (2) A statement certifying that there is in force a general liability insurance policy naming the School Board as an additional insured.
 - (3) Written by a company licensed to write this line of coverage in the state of Florida (or an approved Nonadmitted Carrier). The limits shall be not less than:
 - Bodily Injury -\$100,000 each person
300,000 each occurrence
 - Property Damage - 25,000 each occurrence
25,000 aggregate
 - d. Each carnival and circus shall also be required to furnish a certificate of insurance naming the School Board of Broward County, Florida, municipality or governmental entity having jurisdiction as an additional insured.
15. The Superintendent is authorized to develop procedures to carry out the intent of this policy.

AUTHORITY: F. S. 230.22 (1)(2)

Rules Approved: 12/17/79

Rules Amended: 5/25/71; 9/5/74

1/6/77; 12/18/80

7/2/81; 7/1/82; 5/2/83; 6/16/88; 12/15/88; 1/20/98

Amended Rules Approved: 11/17/98

ADDENDUM NUMBER 6 TO AGREEMENT

THIS ADDENDUM NUMBER 6 TO AGREEMENT is made and entered into this ____ day of _____, 1999, by and between The School Board of Broward County, Florida, (hereinafter referred to as the "SBBC"), which is the governing body of the School District of Broward County, Florida, and the Town of Davie, a non-profit provider of before and after school child care and/or summer programs (hereinafter referred to as "Town").

WHEREAS, SBBC and Town entered into an Agreement, dated March 16, 1993, for the purpose of qualifying Town as one of the pool of providers eligible for offering on-site before and after school child care and/or on-site summer programs; and

WHEREAS, there were Addendum Numbers 1, 2, 3, 4 and 5 which extended this Agreement through June 30, 1999; and

WHEREAS, Town has indicated their interest in extending this Agreement for the 1999-2000 school year and for the year 2000 summer school program year by providing renewal information which SBBC now desires to accept.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth below, the parties agree as follows:

1. All recitals set forth above are true and correct, and are incorporated herein by reference.
2. The renewal information provided by Town is accepted by SBBC and is incorporated herein by reference.
3. The Agreement dated March 16, 1993, as amended by Addendum Number 5, shall be extended through the 1999-2000 school year and the year 2000 summer school program and is further amended as follows:
 - Town agrees to indemnify and save harmless The School Board of Broward County, Florida, for all liability whatsoever arising out of the negligent acts of Town's employees or agents in directing the activities in the performance of their before and/or after school child care program and/or summer program and agrees to pay any and all costs associated with the litigation and defense of The School Board of Broward County, Florida, as it relates to the use of School Board facilities for the programs conducted by Town.
 - Town agrees to adhere to The Broward County Schools Before and After School Child Care Operational Handbook and After School Child Care and School Board Policy 1341 for these programs.

- Town assures that it will comply with:
 - a. Title VI of the Civil Rights Act of 1974, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance. (This includes, but is not limited to, the provision of Reasonable Accommodation.)
 - c. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C., 12131, prohibits discrimination on the basis of disability in any services, programs or activities of a public entity. (This includes, but is not limited to, the provision of Reasonable Accommodation.)
 - d. Title IX of the Education Amendments of 1972, as amended, 29 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
 - f. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

Town agrees that compliance with this Assurance constitutes a condition of receipt of assistance from The School Board of Broward County, Florida and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided.

Town further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its programs or activities are not discriminating in violation of the above statutes, regulations, guidelines, and standards against those students or employees. In the event of failure to comply, Town understands that assistance from The School Board of Broward County, Florida can be terminated and the applicant denied the right to receive further assistance from The School Board of Broward County, Florida.

4. The Agreement dated March 16, 1993 between the parties is hereby amended by this Addendum Number 6. All other terms and conditions of the Agreement shall remain in full force and effect.

FOR: The School Board of Broward County, Florida FOR: Town of Davie

By: _____
 Printed Name: Lois Wexler
 Title: Chairperson

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

ATTEST:

Signature: _____
 Printed Name: Dorothy J. Orr, Ed.D.
 Title: Interim Superintendent of Schools

Witness: _____